

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS

JOHN CARR
Plaintiff

v.

SIEMENS DEMATIC CORP.
AND AMEC CONSTRUCTION
MANAGEMENT, INC.
Defendants

CIVIL ACTION NO: 05-10445MLW

**PLAINTIFF'S MOTION FOR RECONSIDERATION OF COURT ORDER ON AMEC
CONSTRUCTION MANAGEMENT, INC.'S MOTION TO COMPEL PLAINTIFF TO
COMPLY WITH DISCOVERY REQUESTS (NO. 21)**

Now comes the Plaintiff in the above captioned matter and respectfully requests that this Honorable Court reconsider its Order of April 5, 2006, and, in so doing, DENY the Defendant's Motion to Compel Plaintiff to Comply with Discovery requests. As grounds therefore, the Plaintiff states as follows:

1. The Defendant, AMEC Construction Management, Inc., served the Motion to Compel Plaintiff to Comply With Discovery Requests on March 13, 2006.
(Please see AMEC's Motion and Certificate of Service dated March 13, 2006, attached as tab 1).
2. Plaintiff's Answer to Interrogatories were served to defense counsel on March 22, 2005. (Please see Certificate of Service, attached as tab 2.)
3. Plaintiff's Responses to the Requests for Production of Documents by both defendants were served to defense counsel on March 24, 2006. (Please see Certificate of Service, attached at tab 3.)
4. On March 24, 2006, the Plaintiff mailed, via Federal Express, his Opposition to AMEC Construction Management, Inc.'s Motion to Compel Plaintiff to Comply with Discovery Requests, within the fourteen day period allowed by U.S.D.C.

Local Rule 7.1(B)(2). (See Plaintiff's Opposition to AMEC Construction Management Inc.'s Motion to Compel Plaintiff to Comply with Discovery Requests, Affidavit of Daniel M. Surprenant and Certificate of Service, attached as tab 4.)

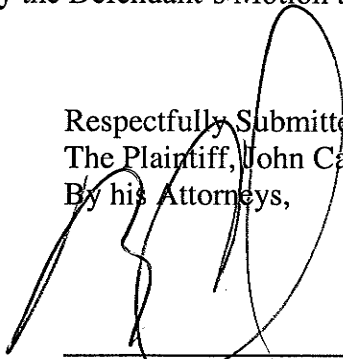
5. On March 27, 2006, the Plaintiff's Opposition arrived at the United States District Court at 10:55 a.m. (See Federal Express shipment tracking sheet, attached at tab 5.)
6. On April 5, 2006, the Court issued the current Order with the understanding that no opposition had been filed. (Please see Memorandum and Order on AMEC Construction Management, Inc.'s Motion to Compel Plaintiff to Comply with Discovery Requests (NO. 21).) The Court's Memorandum and Order reflects the Courts understanding of the circumstances at that time, namely that the Plaintiff had not filed an opposition, had not served answers to both defendants' interrogatories and had not served responses to both defendants' requests for production of documents. (Please see Memorandum and Order, attached at tab 6.) Within the Memorandum, the Court ordered the Plaintiff to serve Answers to the Interrogatories Propounded by AMEC, to serve Responses to AMEC's Requests for Production of Documents and to produce copies of all requested documents on or before the close of business on Friday, April 28, 2006.
7. The Memorandum further orders that the Plaintiff, John Carr, has waived any and all objections he might have had to the interrogatories and requests by failing to assert specific objections to the request within the time set by the Federal Rules of Civil Procedure.
8. With respect to the claim for reasonable expenses, the Court ordered that counsel for AMEC shall file and serve, on or before the close of business on Friday, April 28, 2006, an affidavit or affidavits documenting the amount that AMEC will claim as reasonable expenses, including attorney's fees, which AMEC incurred in

obtaining the within order. The Court then allowed the Plaintiff John Carr leave to file and serve a response/opposition on or before the close of business Friday, May 12, 2006.

9. The Plaintiff re-asserts and incorporates by reference the arguments made in his Opposition to the Defendant's Motion to Compel.
10. The Plaintiff asserts that he has, prior to the Court Order and within the time allowed by U.S.D.C. Local Rule 7.1(B)(2), fulfilled all discovery obligations that no party has been prejudiced by the relatively limited delay as that no party has received the relevant documents in the hands of Massport.

WHEREFORE, based upon the arguments set forth and Plaintiff's Opposition to Opposition to AMEC Construction Management Inc.'s Motion to Compel Plaintiff to Comply with Discovery Requests, that Plaintiff has served all Answers to Interrogatories and Responses to Production of Documents and has timely filed his Opposition to the Defendant's Motion to Compel, in the interest of Justice the Plaintiff respectfully requests that this Honorable Court reconsider its Memorandum and Order and deny the Defendant's Motion to Compel in its entirety.

Respectfully Submitted,
The Plaintiff, John Carr,
By his Attorneys,



Brian C. Dever
BBO# 544203
Daniel M. Surprenant,
BBO# 634616
KECHES & MALLIN, P.C.
122 Dean Street
Taunton, MA 02780

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOHN CARR,

Plaintiff,

v.

SIEMENS DEMATIC CORP., et al.,

Defendants.

Civil Action No. 05-10445-RBC

**AMEC CONSTRUCTION MANAGEMENT, INC.'S MOTION TO COMPEL
PLAINTIFF TO COMPLY WITH DISCOVERY REQUESTS**

Pursuant to Rule 37 of the Federal Rules of Civil Procedure, AMEC Construction Management, Inc. ("AMEC") moves to compel Plaintiff to respond to document requests propounded by AMEC on December 7, 2005 and to interrogatories propounded by AMEC on December 7, 2005.

The grounds and evidence in support of this motion are presented in the memorandum, Affidavit of Gabriel D. O'Malley, and the Certification of Counsel, all of which are filed herewith. A proposed Order is submitted with this motion.

WHEREFORE, AMEC prays:

- A. That the Court grant AMEC's Motion to Compel Plaintiff to fulfill his discovery obligations.
- B. That the Court award Plaintiff the cost of bringing this motion; and

C. That the Court provide any other just and equitable relief that it deems appropriate.

AMEC CONSTRUCTION
MANAGEMENT INC.

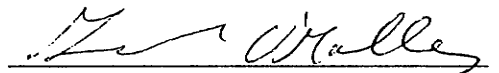
By its attorneys,

/s/ Matthew M. Burke
Matthew M. Burke (BBO # 557281)
Gabriel D. O'Malley (BBO # 651432)
ROPES & GRAY LLP
One International Place
Boston, Massachusetts 02110
(617) 951-7000

Dated: March 13, 2006

CERTIFICATION OF COUNSEL

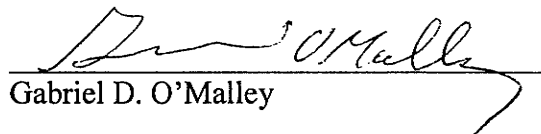
Pursuant to Local Rules 37.1 and 7.1(A)(2) of the United States District Court for the District of Massachusetts and Rule 37 of the Federal Rules of Civil Procedure, I, Gabriel O'Malley, an attorney for AMEC Construction Management, Inc., hereby certify that I have conferred in good faith with Plaintiff's counsel on a number of occasions in an effort to secure the past-due discovery responses without Court action.


Gabriel D. O'Malley (BBO # 651432)

Dated: March 13, 2006

CERTIFICATE OF SERVICE

I hereby certify that this pleading was served by mail upon counsel for all parties on March 13, 2006.


Gabriel D. O'Malley

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

| | | |
|--------------------------------|---|-------------------------------|
| JOHN CARR, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | Civil Action No. 05-10445-RBC |
| SIEMENS DEMATIC CORP., et al., |) | |
| |) | |
| Defendants. |) | |
| |) | |
| |) | |
| |) | |

**MEMORANDUM IN SUPPORT OF AMEC CONSTRUCTION MANAGEMENT, INC.'S
MOTION TO COMPEL PLAINTIFF TO COMPLY WITH DISCOVERY REQUESTS**

Pursuant to Rule 37 of the Federal Rules of Civil Procedure, AMEC Construction Management, Inc. ("AMEC") moves to compel Plaintiff to respond to document requests propounded by AMEC on December 1, 2005 and to interrogatories propounded by AMEC on December 1, 2005.

This motion is necessitated by Plaintiff's refusal to respond to document requests and interrogatories served on him over three months ago. Plaintiff has not objected to the document requests or interrogatories, but instead repeatedly promised to abide by his discovery obligations under the Federal Rules of Civil Procedure and then failed to do so.

STATEMENT OF FACTS

Plaintiff initiated this action on February 14, 2005. On December 1, 2005, AMEC filed its First Request for Production of Documents to Plaintiff and First Set of Interrogatories to

Plaintiff. Affidavit of Gabriel D. O'Malley ("O'Malley Aff.") Exhs. 1 and 2. Plaintiff's responses to the outstanding document requests were due January 3, 2006, and his responses to the interrogatories were due January 18. No responses were received from Plaintiff on these dates. On January 18, 2005, Matthew M. Burke, counsel for AMEC, offered Plaintiff a two-week extension of time to fulfill his discovery obligations under the Federal Rules of Civil Procedure. O'Malley Aff., Exh. 3. Having received no response from Plaintiff's counsel by February 1, 2005, Mr. Burke sent a letter request to Plaintiff's counsel asking when he could expect discovery. O'Malley Aff., Exh. 4. Thereafter, on three occasions, including phone calls on February 16 and February 23, Plaintiff promised to produce discovery responses within a week of each conversation. O'Malley Aff., ¶ 8. On February 27, AMEC's counsel, Gabriel O'Malley, and Plaintiff's counsel spoke by telephone and Plaintiff's counsel promised to provide discovery by March 6. O'Malley Aff., ¶ 9. Again, Plaintiff did not abide by his agreement with counsel, and, on March 6, in a letter to Plaintiff's counsel, AMEC offered Plaintiff until March 8 to provide discovery. O'Malley Aff., Exh. 5. Plaintiff's counsel responded by requesting additional time – until March 10 – to serve AMEC with its discovery responses. O'Malley Aff., Exh. 6. Wishing to avoid involving the Court unnecessarily by filing a motion to compel prematurely, AMEC agreed to this extension. O'Malley Aff., ¶ 12.

March 10 has now come and gone, as has every other agreed-upon date for Plaintiff's discovery responses. At all times, AMEC has engaged Plaintiff's counsel, through telephone calls and letters, in an attempt to accommodate Plaintiff's counsel's requests for extensions when reasonable. In each instance, Plaintiff's counsel has abused AMEC's willingness to offer an extension of time, forcing AMEC to seek an order from the Court to enforce Plaintiff's discovery obligations.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOHN CARR,

Plaintiff,

v.

SIEMENS DEMATIC CORP., et al.,

Defendants.

)
)
)
)
)
) Civil Action No. 05-10445-RBC
)
)
)
)
)
)

AFFIDAVIT OF GABRIEL D. O'MALLEY

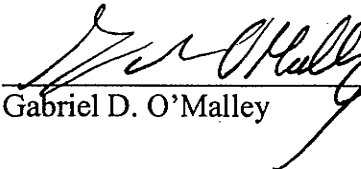
Gabriel D. O'Malley, Esq., being duly sworn, deposes and says:

1. I am an associate with the law firm of Ropes & Gray LLP, attorney for the Defendant AMEC Construction Management, Inc. ("AMEC").
2. I submit this Affidavit from personal knowledge and in support of AMEC's Motion to Compel Plaintiff to fulfill his discovery obligations.
3. Plaintiff initiated this action on February 14, 2005.
4. On December 1, 2005, AMEC served its First Request for Production of Documents to Plaintiff. Attached hereto as Exhibit 1 is a true and correct copy of the First Request for the Production of Documents.

5. On December 1, 2005, AMEC also served its First Set of Interrogatories to Plaintiff. Attached hereto as Exhibit 2 is a true and correct copy of the First Set of Interrogatories to Plaintiff.
6. On January 18, 2006, Matthew M. Burke, counsel for AMEC, offered Plaintiff a two-week extension of time to fulfill his discovery obligations under the Federal Rules of Civil Procedure. Attached hereto as Exhibit 3 is a true and correct copy of Mr. Burke's letter of January 18, 2006.
7. Having received no response from Plaintiff's counsel by February 1, 2006, Mr. Burke sent a letter request to Plaintiff's counsel asking when he could expect discovery. Attached hereto as Exhibit 4 is a true and correct copy of Mr. Burke's letter of February 1, 2006.
8. Thereafter, on three occasions, including February 16 and February 23, Plaintiff promised to produced discovery responses within a week of each conversation.
9. On February, 27, I spoke with Plaintiff's counsel by telephone and Plaintiff's counsel promised to provide discovery by March 6.
10. Plaintiff did not abide by his agreement with counsel, and, on March 6, in a letter to counsel, AMEC offered Plaintiff until March 8 to provide discovery. Attached hereto as Exhibit 5 is a true and correct copy of AMEC's letter of March 6, 2006.
11. Plaintiff's counsel responded by requesting additional time – until March 10 – to serve AMEC with its discovery responses. Attached hereto as

Exhibit 6 is a true and correct copy of Plaintiff's facsimile of March 6, 2006.

12. Wishing to avoid involving the Court unnecessarily by filing a motion to compel prematurely, AMEC agreed to this extension.
13. AMEC has not to date received discovery responses from Plaintiff.


Gabriel D. O'Malley

Sworn to Before Me this 10th day of March, 2006.



by Rosanne Strunk Expires: 11/13/09

EXHIBIT 2

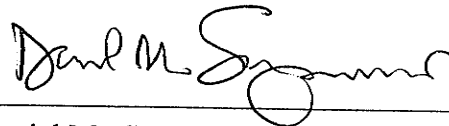
CERTIFICATE OF SERVICE

I, Daniel M. Surprenant, of the Law Firm of Keches & Mallen, P.C., attorney for the Plaintiff in this action hereby certify that on the 22 day of March, 2005, I forwarded a copy of the foregoing:

1. Plaintiff's Answers to Siemens Dematic Corp's First Set of Interrogatories
2. Plaintiff's Answers to AMEC Construction Management, Inc.'s First Set of Interrogatories

by facsimile and first class mail to the following counsel of record:

Gabriel O'Malley, Esq.
Ropes & Gray
1 International Place
Boston, MA 02110



Daniel M. Surprenant
BBO#: 634616
KECHES & MALLEN, P.C.
122 Dean Street
Taunton, MA 02780
Tel. No: (508) 822-2000

EXHIBIT 3

CERTIFICATE OF SERVICE

I, Daniel M. Surprenant, of the Law Firm of Keches & Mallen, P.C., attorney for the Plaintiff in this action hereby certify that on the 24 day of March, 2006, I forwarded a copy of the foregoing:

1. Plaintiff's Responses to Defendant, Siemens Dematic Corp.'s, First Request for Production of Documents; and
2. Plaintiff's Responses to Defendant, AMEC Construction Management, Inc.'s, First Request for Production of Documents

by mailing via Federal Express to the following counsel of record:
and by facsimile.

Gabriel O'Malley, Esq.
Ropes & Gray
1 International Place
Boston, MA 02110



Daniel M. Surprenant-BBO #634616
KECHES & MALLEN, P.C.
122 Dean Street
Taunton, MA 02780
Tel. No: (508) 822-2000

EXHIBIT 4

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS

JOHN CARR
Plaintiff

v.

SIEMENS DEMATIC CORP.
AND AMEC CONSTRUCTION
MANAGEMENT, INC.
Defendants

CIVIL ACTION NO: 05-10445MLW

**PLAINTIFF'S OPPOSITION TO AMEC CONSTRUCTION MANAGEMENT INC.'S
MOTION TO COMPEL PLAINTIFF TO COMPLY WITH DISCOVERY REQUESTS**

Now comes the Plaintiff in the above captioned matter and hereby opposes the Defendant AMEC Construction Management Inc.'s Motion to Compel the Plaintiff to Comply with Discovery Requests and respectfully requests that the Court deny said motion. As grounds therefore, the Plaintiff states that to date, he has served both defendants with all requested discovery. Further responding, the Plaintiff states as follows:

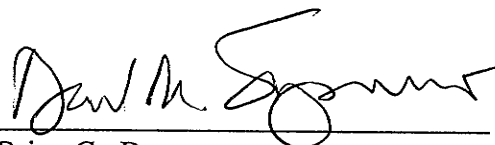
1. This is a complex tort action involving allegations that the Plaintiff sustained a crush injury and severed finger while working on a luggage conveyer machine at Logan Airport on February 19, 2003.
2. In compiling Answers to Interrogatories and Responses to Production of Documents to both AMEC Construction Management and Siemens Dematic Corporation, Plaintiff's counsel has met with and had numerous conversations by telephone with the plaintiff.
3. In the process, Plaintiff and Defense counsel have kept in contact and several short (one to two week) extensions were agreed upon. Defense counsel made clear that March 10, 2006 would be the last extension.
4. Upon setting Answers to both Defendant's Interrogatories into final form, Plaintiff's counsel had some difficulty reaching and coordinating a meeting with the Plaintiff in order to review and sign the Interrogatories. Upon reaching the Plaintiff and coordinating schedules, Plaintiff's counsel drove to meet Plaintiff in Weymouth and the Answers to Interrogatories were signed late on March 21, 2006. The signed Answers were served via facsimile and U.S. Mail on March 22, 2006.
5. To date, the Answers to Interrogatories to both Defendants and Responses to Production of Documents to both Defendants have been served to defense counsel by facsimile and by overnight mail. (Please see certificate of service, attached.) Accordingly, Plaintiff is presently in compliance with all discovery requests.
6. Additionally, discovery in this matter has been slowed as the documents related to the subject jobsite are kept in the possession of Massport. Massport has raised

security concerns relative to the requested documents. As a result, Plaintiff's counsel traveled to Massport on February 27 and 28, 2006 to tab relevant pages in approximately thirty boxes of documents identified as being related to this jobsite. Massport is currently undertaking a security review of the tabbed documents before releasing them to the parties.

7. To date, Defendant, AMEC Construction Management, Inc. has not answered interrogatories.

WHEREFORE, as Plaintiff is in compliance with all discovery requests, as the parties are not yet in the possession of the Massport documents pertaining to this jobsite, as Defendants discovery remains outstanding at this stage and as the Plaintiff has made reasonable efforts respond to discovery and to keep counsel informed, the Plaintiff respectfully requests that the Court DENY the Defendant's Motion to Compel in its entirety.

Respectfully Submitted,
The Plaintiff, John Carr,
By his Attorneys,

A handwritten signature in black ink, appearing to read "Brian C. Dever", is written over a horizontal line.

Brian C. Dever
BBO# 544203
Daniel M. Surprenant,
BBO# 634616
KECHES & MALLIN, P.C.
122 Dean Street
Taunton, MA 02780

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS

JOHN CARR
Plaintiff

v.

SIEMENS DEMATIC CORP.
AND AMEC CONSTRUCTION
MANAGEMENT, INC.
Defendants

CIVIL ACTION NO: 05-10445MLW

AFFIDAVIT OF DANIEL M. SURPRENANT

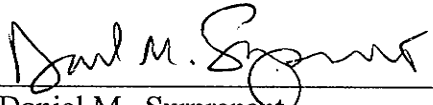
Daniel M. Surprenant, Esq. Being duly sworn, deposes and says:

1. This is a complex tort action involving allegations that the Plaintiff sustained a crush injury and severed finger while working on a luggage conveyer machine at Logan Airport on February 19, 2003.
2. In compiling Answers to Interrogatories and Responses to Production of Documents to both AMEC Construction Management and Siemens Dematic Corporation, Plaintiff's counsel has met with and had numerous conversations by telephone with the plaintiff.
3. In the process, Plaintiff and Defense counsel have kept in contact and several short (one to two week) extensions were agreed upon. Defense counsel made clear that March 10, 2006 would be the last extension.
4. Upon setting Answers to both Defendant's Interrogatories into final form, Plaintiff's counsel had some difficulty reaching and coordinating a meeting with the Plaintiff in order to review and sign the Interrogatories. Upon reaching the Plaintiff and coordinating schedules, Plaintiff's counsel drove to meet Plaintiff in Weymouth and the Answers to Interrogatories were signed late on March 21, 2006. The signed Answers were served via facsimile and U.S. Mail on March 22, 2006.
5. To date, the Answers to Interrogatories to both Defendants and Responses to

Production of Documents to both Defendants have been served to defense counsel by facsimile and by overnight mail. (Please see certificate of service, attached.)

Accordingly, Plaintiff is presently in compliance with all discovery requests.

6. Additionally, discovery in this matter has been slowed as the documents related to the subject jobsite are kept in the possession of Massport. Massport has raised security concerns relative to the requested documents. As a result, Plaintiff's counsel traveled to Massport on February 27 and 28, 2006 to tab relevant pages in approximately thirty boxes of documents identified as being related to this jobsite. Massport is currently undertaking a security review of the tabbed documents before releasing them to the parties.
7. To date, Defendant, AMEC Construction Management, Inc. has not answered interrogatories.


Daniel M. Surprenant

Sworn to before me on this 24 day of March, 2006.

CERTIFICATE OF SERVICE

I, Daniel M. Surprenant, of the Law Firm of Keches & Mallen, P.C., attorney for the Plaintiff in this action hereby certify that on the 24 day of March, 2006, I forwarded a copy of the foregoing:

1. Plaintiff's Opposition to AMEC Construction Management, Inc.'s Motion to Compel Plaintiff to Comply with Discovery Requests;
2. Affidavit of Daniel M. Surprenant

by mailing via Federal Express to the following counsel of record:

Gabriel O'Malley, Esq.
Ropes & Gray
1 International Place
Boston, MA 02110



Daniel M. Surprenant-BBO #634616
KECHES & MALLEN, P.C.
122 Dean Street
Taunton, MA 02780
Tel. No: (508) 822-2000

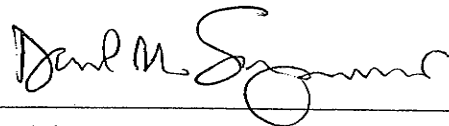
CERTIFICATE OF SERVICE

I, Daniel M. Surprenant, of the Law Firm of Keches & Mallen, P.C., attorney for the Plaintiff in this action hereby certify that on the 22 day of March, 2005, I forwarded a copy of the foregoing:

1. Plaintiff's Answers to Siemens Dematic Corp's First Set of Interrogatories
2. Plaintiff's Answers to AMEC Construction Management, Inc.'s First Set of Interrogatories

by facsimile and first class mail to the following counsel of record:

Gabriel O'Malley, Esq.
Ropes & Gray
1 International Place
Boston, MA 02110



Daniel M. Surprenant
BBO#: 634616
KECHES & MALLEN, P.C.
122 Dean Street
Taunton, MA 02780
Tel. No: (508) 822-2000

CERTIFICATE OF SERVICE

I, Daniel M. Surprenant, of the Law Firm of Keches & Mallen, P.C., attorney for the Plaintiff in this action hereby certify that on the 24 day of March, 2006, I forwarded a copy of the foregoing:

1. Plaintiff's Responses to Defendant, Siemens Dematic Corp.'s, First Request for Production of Documents; and
2. Plaintiff's Responses to Defendant, AMEC Construction Management, Inc.'s, First Request for Production of Documents

by mailing via Federal Express to the following counsel of record:


and by facsimile.

Gabriel O'Malley, Esq.
Ropes & Gray
1 International Place
Boston, MA 02110



Daniel M. Surprenant-BBO #634616
KECHES & MALLEN, P.C.
122 Dean Street
Taunton, MA 02780
Tel. No: (508) 822-2000

EXHIBIT 5

Track Shipments
Detailed Results Quick Help

| | | | |
|------------------------|-----------------------|---------------------|-------------------------|
| Tracking number | 854442831077 | Delivered to | Receptionist/Front Desk |
| Signed for by | R.RUSSO | Service type | Priority Envelope |
| Ship date | Mar 24, 2006 | | |
| Delivery date | Mar 27, 2006 10:55 AM | | |
| Status | Delivered | | |

| Date/Time | Activity | Location | Details |
|-----------------------|-------------------------------|------------------|---|
| Mar 27, 2006 10:55 AM | Delivered | | |
| 10:25 AM | Delivery exception | SOUTH BOSTON, MA | Customer not available or business closed |
| 8:10 AM | On FedEx vehicle for delivery | SOUTH BOSTON, MA | |
| Mar 25, 2006 8:13 AM | At local FedEx facility | SOUTH BOSTON, MA | |
| Mar 24, 2006 8:42 PM | At dest sort facility | EAST BOSTON, MA | |
| 8:34 PM | Left origin | RAYNHAM, MA | |
| 6:29 PM | At local FedEx facility | EAST BOSTON, MA | |
| 4:24 PM | Picked up | RAYNHAM, MA | |

Signature proof

Email results

Track more shipments

Subscribe to tracking updates (optional)

Your Name: Your Email Address:

Email address

Language

Exception updates

Delivery updates

| | | | |
|----------------------|---------|--------------------------|--------------------------|
| <input type="text"/> | English | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="text"/> | English | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="text"/> | English | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="text"/> | English | <input type="checkbox"/> | <input type="checkbox"/> |

Select format: ☒ HTML ☐ Text ☐ Wireless

Add personal message:

Not available for Wireless or non-English characters.

☐ By selecting this check box and the Submit button, I agree to these [Terms and Conditions](#)


PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.



1 From 324106 Sender's FedEx Account Number 1101-9297-5

Date 3/24/06

Sender's Name Daniel M. Surprenant Phone (508) 822-2000

Company KECHES & MALLEN LAW OFFICES

Address 122 DEAN ST

City TAUNTON State MA ZIP 02780-2714

2 Your Internal Billing Reference OPTIONAL

3 To Recipient's Name Docket Clerk Phone ()

Company U.S. District Court

Recipient's Address 1 Courthouse Way

We cannot deliver to P.O. boxes or R.D. ZIP codes.

Address Boston State MA ZIP 02210

City Boston State MA ZIP 02210

0320772247

Try online shipping at fedex.com

By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. Questions? Go to our Web site at fedex.com or call 1.800.GoFedEx 1.800.463.3339.

Sender's Copy

4a Express Package Service To add SATURDAY Delivery, see Section 6. Packages up to 150 lbs. * To meet locations. ** To meet locations.

☒ FedEx Priority Overnight ☐ FedEx Standard Overnight ☐ FedEx First Overnight

☐ FedEx 2Day ☐ FedEx Express Saver ☐ FedEx 3Day Freight

☐ FedEx 1Day Freight* ☐ FedEx 2Day Freight ☐ FedEx 3Day Freight

☐ FedEx 4Day Freight** ☐ FedEx 5Day Freight** ☐ FedEx 7Day Freight**

☐ FedEx 9Day Freight** ☐ FedEx 12Day Freight** ☐ FedEx 15Day Freight**

☐ FedEx 18Day Freight** ☐ FedEx 21Day Freight** ☐ FedEx 24Day Freight**

☐ FedEx 27Day Freight** ☐ FedEx 30Day Freight** ☐ FedEx 33Day Freight**

☐ FedEx 36Day Freight** ☐ FedEx 39Day Freight** ☐ FedEx 42Day Freight**

☐ FedEx 45Day Freight** ☐ FedEx 48Day Freight** ☐ FedEx 51Day Freight**

☐ FedEx 54Day Freight** ☐ FedEx 57Day Freight** ☐ FedEx 60Day Freight**

☐ FedEx 63Day Freight** ☐ FedEx 66Day Freight** ☐ FedEx 69Day Freight**

☐ FedEx 72Day Freight** ☐ FedEx 75Day Freight** ☐ FedEx 78Day Freight**

☐ FedEx 81Day Freight** ☐ FedEx 84Day Freight** ☐ FedEx 87Day Freight**

☐ FedEx 90Day Freight** ☐ FedEx 93Day Freight** ☐ FedEx 96Day Freight**

☐ FedEx 99Day Freight** ☐ FedEx 102Day Freight** ☐ FedEx 105Day Freight**

☐ FedEx 108Day Freight** ☐ FedEx 111Day Freight** ☐ FedEx 114Day Freight**

☐ FedEx 117Day Freight** ☐ FedEx 120Day Freight** ☐ FedEx 123Day Freight**

☐ FedEx 126Day Freight** ☐ FedEx 129Day Freight** ☐ FedEx 132Day Freight**

☐ FedEx 135Day Freight** ☐ FedEx 138Day Freight** ☐ FedEx 141Day Freight**

☐ FedEx 144Day Freight** ☐ FedEx 147Day Freight** ☐ FedEx 150Day Freight**

☐ FedEx 153Day Freight** ☐ FedEx 156Day Freight** ☐ FedEx 159Day Freight**

☐ FedEx 162Day Freight** ☐ FedEx 165Day Freight** ☐ FedEx 168Day Freight**

☐ FedEx 171Day Freight** ☐ FedEx 174Day Freight** ☐ FedEx 177Day Freight**

☐ FedEx 180Day Freight** ☐ FedEx 183Day Freight** ☐ FedEx 186Day Freight**

☐ FedEx 189Day Freight** ☐ FedEx 192Day Freight** ☐ FedEx 195Day Freight**

☐ FedEx 198Day Freight** ☐ FedEx 201Day Freight** ☐ FedEx 204Day Freight**

☐ FedEx 207Day Freight** ☐ FedEx 210Day Freight** ☐ FedEx 213Day Freight**

☐ FedEx 216Day Freight** ☐ FedEx 219Day Freight** ☐ FedEx 222Day Freight**

☐ FedEx 225Day Freight** ☐ FedEx 228Day Freight** ☐ FedEx 231Day Freight**

☐ FedEx 234Day Freight** ☐ FedEx 237Day Freight** ☐ FedEx 240Day Freight**

☐ FedEx 243Day Freight** ☐ FedEx 246Day Freight** ☐ FedEx 249Day Freight**

☐ FedEx 252Day Freight** ☐ FedEx 255Day Freight** ☐ FedEx 258Day Freight**

☐ FedEx 261Day Freight** ☐ FedEx 264Day Freight** ☐ FedEx 267Day Freight**

☐ FedEx 270Day Freight** ☐ FedEx 273Day Freight** ☐ FedEx 276Day Freight**

☐ FedEx 279Day Freight** ☐ FedEx 282Day Freight** ☐ FedEx 285Day Freight**

☐ FedEx 288Day Freight** ☐ FedEx 291Day Freight** ☐ FedEx 294Day Freight**

☐ FedEx 297Day Freight** ☐ FedEx 300Day Freight** ☐ FedEx 303Day Freight**

☐ FedEx 306Day Freight** ☐ FedEx 309Day Freight** ☐ FedEx 312Day Freight**

☐ FedEx 315Day Freight** ☐ FedEx 318Day Freight** ☐ FedEx 321Day Freight**

☐ FedEx 324Day Freight** ☐ FedEx 327Day Freight** ☐ FedEx 330Day Freight**

☐ FedEx 333Day Freight** ☐ FedEx 336Day Freight** ☐ FedEx 339Day Freight**

☐ FedEx 342Day Freight** ☐ FedEx 345Day Freight** ☐ FedEx 348Day Freight**

☐ FedEx 351Day Freight** ☐ FedEx 354Day Freight** ☐ FedEx 357Day Freight**

☐ FedEx 360Day Freight** ☐ FedEx 363Day Freight** ☐ FedEx 366Day Freight**

☐ FedEx 369Day Freight** ☐ FedEx 372Day Freight** ☐ FedEx 375Day Freight**

☐ FedEx 378Day Freight** ☐ FedEx 381Day Freight** ☐ FedEx 384Day Freight**

☐ FedEx 387Day Freight** ☐ FedEx 390Day Freight** ☐ FedEx 393Day Freight**

☐ FedEx 396Day Freight** ☐ FedEx 399Day Freight** ☐ FedEx 402Day Freight**

☐ FedEx 405Day Freight** ☐ FedEx 408Day Freight** ☐ FedEx 411Day Freight**

☐ FedEx 414Day Freight** ☐ FedEx 417Day Freight** ☐ FedEx 420Day Freight**

☐ FedEx 423Day Freight** ☐ FedEx 426Day Freight** ☐ FedEx 429Day Freight**

☐ FedEx 432Day Freight** ☐ FedEx 435Day Freight** ☐ FedEx 438Day Freight**

☐ FedEx 441Day Freight** ☐ FedEx 444Day Freight** ☐ FedEx 447Day Freight**

☐ FedEx 450Day Freight** ☐ FedEx 453Day Freight** ☐ FedEx 456Day Freight**

☐ FedEx 459Day Freight** ☐ FedEx 462Day Freight** ☐ FedEx 465Day Freight**

☐ FedEx 468Day Freight** ☐ FedEx 471Day Freight** ☐ FedEx 474Day Freight**

☐ FedEx 477Day Freight** ☐ FedEx 480Day Freight** ☐ FedEx 483Day Freight**

☐ FedEx 486Day Freight** ☐ FedEx 489Day Freight** ☐ FedEx 492Day Freight**

☐ FedEx 495Day Freight** ☐ FedEx 498Day Freight** ☐ FedEx 501Day Freight**

☐ FedEx 504Day Freight** ☐ FedEx 507Day Freight** ☐ FedEx 510Day Freight**

☐ FedEx 513Day Freight** ☐ FedEx 516Day Freight** ☐ FedEx 519Day Freight**

☐ FedEx 522Day Freight** ☐ FedEx 525Day Freight** ☐ FedEx 528Day Freight**

☐ FedEx 531Day Freight** ☐ FedEx 534Day Freight** ☐ FedEx 537Day Freight**

☐ FedEx 540Day Freight** ☐ FedEx 543Day Freight** ☐ FedEx 546Day Freight**

☐ FedEx 549Day Freight** ☐ FedEx 552Day Freight** ☐ FedEx 555Day Freight**

☐ FedEx 558Day Freight** ☐ FedEx 561Day Freight** ☐ FedEx 564Day Freight**

☐ FedEx 567Day Freight** ☐ FedEx 570Day Freight** ☐ FedEx 573Day Freight**

☐ FedEx 576Day Freight** ☐ FedEx 579Day Freight** ☐ FedEx 582Day Freight**

☐ FedEx 585Day Freight** ☐ FedEx 588Day Freight** ☐ FedEx 591Day Freight**

☐ FedEx 594Day Freight** ☐ FedEx 597Day Freight** ☐ FedEx 600Day Freight**

☐ FedEx 603Day Freight** ☐ FedEx 606Day Freight** ☐ FedEx 609Day Freight**

☐ FedEx 612Day Freight** ☐ FedEx 615Day Freight** ☐ FedEx 618Day Freight**

☐ FedEx 621Day Freight** ☐ FedEx 624Day Freight** ☐ FedEx 627Day Freight**

☐ FedEx 630Day Freight** ☐ FedEx 633Day Freight** ☐ FedEx 636Day Freight**

☐ FedEx 639Day Freight** ☐ FedEx 642Day Freight** ☐ FedEx 645Day Freight**

☐ FedEx 648Day Freight** ☐ FedEx 651Day Freight** ☐ FedEx 654Day Freight**

☐ FedEx 657Day Freight** ☐ FedEx 660Day Freight** ☐ FedEx 663Day Freight**

☐ FedEx 666Day Freight** ☐ FedEx 669Day Freight** ☐ FedEx 672Day Freight**

☐ FedEx 675Day Freight** ☐ FedEx 678Day Freight** ☐ FedEx 681Day Freight**

☐ FedEx 684Day Freight** ☐ FedEx 687Day Freight** ☐ FedEx 690Day Freight**

☐ FedEx 693Day Freight** ☐ FedEx 696Day Freight** ☐ FedEx 699Day Freight**

☐ FedEx 702Day Freight** ☐ FedEx 705Day Freight** ☐ FedEx 708Day Freight**

☐ FedEx 711Day Freight** ☐ FedEx 714Day Freight** ☐ FedEx 717Day Freight**

☐ FedEx 720Day Freight** ☐ FedEx 723Day Freight** ☐ FedEx 726Day Freight**

☐ FedEx 729Day Freight** ☐ FedEx 732Day Freight** ☐ FedEx 735Day Freight**

☐ FedEx 738Day Freight** ☐ FedEx 741Day Freight** ☐ FedEx 744Day Freight**

☐ FedEx 747Day Freight** ☐ FedEx 750Day Freight** ☐ FedEx 753Day Freight**

☐ FedEx 756Day Freight** ☐ FedEx 759Day Freight** ☐ FedEx 762Day Freight**

☐ FedEx 765Day Freight** ☐ FedEx 768Day Freight** ☐ FedEx 771Day Freight**

☐ FedEx 774Day Freight** ☐ FedEx 777Day Freight** ☐ FedEx 780Day Freight**

☐ FedEx 783Day Freight** ☐ FedEx 786Day Freight** ☐ FedEx 789Day Freight**

☐ FedEx 792Day Freight** ☐ FedEx 795Day Freight** ☐ FedEx 798Day Freight**

☐ FedEx 801Day Freight** ☐ FedEx 804Day Freight** ☐ FedEx 807Day Freight**

☐ FedEx 810Day Freight** ☐ FedEx 813Day Freight** ☐ FedEx 816Day Freight**

☐ FedEx 819Day Freight** ☐ FedEx 822Day Freight** ☐ FedEx 825Day Freight**

☐ FedEx 828Day Freight** ☐ FedEx 831Day Freight** ☐ FedEx 834Day Freight**

☐ FedEx 837Day Freight** ☐ FedEx 840Day Freight** ☐ FedEx 843Day Freight**

☐ FedEx 846Day Freight** ☐ FedEx 849Day Freight** ☐ FedEx 852Day Freight**

☐ FedEx 855Day Freight** ☐ FedEx 858Day Freight** ☐ FedEx 861Day Freight**

☐ FedEx 864Day Freight** ☐ FedEx 867Day Freight** ☐ FedEx 870Day Freight**

☐ FedEx 873Day Freight** ☐ FedEx 876Day Freight** ☐ FedEx 879Day Freight**

☐ FedEx 882Day Freight** ☐ FedEx 885Day Freight** ☐ FedEx 888Day Freight**

☐ FedEx 891Day Freight** ☐ FedEx 894Day Freight** ☐ FedEx 897Day Freight**

☐ FedEx 900Day Freight** ☐ FedEx 903Day Freight** ☐ FedEx 906Day Freight**

☐ FedEx 909Day Freight** ☐ FedEx 912Day Freight** ☐ FedEx 915Day Freight**

☐ FedEx 918Day Freight** ☐ FedEx 921Day Freight** ☐ FedEx 924Day Freight**

☐ FedEx 927Day Freight** ☐ FedEx 930Day Freight** ☐ FedEx 933Day Freight**

☐ FedEx 936Day Freight** ☐ FedEx 939Day Freight** ☐ FedEx 942Day Freight**

☐ FedEx 945Day Freight** ☐ FedEx 948Day Freight** ☐ FedEx 951Day Freight**

☐ FedEx 954Day Freight** ☐ FedEx 957Day Freight** ☐ FedEx 960Day Freight**

☐ FedEx 963Day Freight** ☐ FedEx 966Day Freight** ☐ FedEx 969Day Freight**

☐ FedEx 972Day Freight** ☐ FedEx 975Day Freight** ☐ FedEx 978Day Freight**

☐ FedEx 981Day Freight** ☐ FedEx 984Day Freight** ☐ FedEx 987Day Freight**

☐ FedEx 990Day Freight** ☐ FedEx 993Day Freight** ☐ FedEx 996Day Freight**

☐ FedEx 999Day Freight** ☐ FedEx 1002Day Freight** ☐ FedEx 1005Day Freight**

☐ FedEx 1008Day Freight** ☐ FedEx 1011Day Freight** ☐ FedEx 1014Day Freight**

☐ FedEx 1017Day Freight** ☐ FedEx 1020Day Freight** ☐ FedEx 1023Day Freight**

☐ FedEx 1026Day Freight** ☐ FedEx 1029Day Freight** ☐ FedEx 1032Day Freight**

☐ FedEx 1035Day Freight** ☐ FedEx 1038Day Freight** ☐ FedEx 1041Day Freight**

☐ FedEx 1044Day Freight** ☐ FedEx 1047Day Freight** ☐ FedEx 1050Day Freight**

☐ FedEx 1053Day Freight** ☐ FedEx 1056Day Freight** ☐ FedEx 1059Day Freight**

☐ FedEx 1062Day Freight** ☐ FedEx 1065Day Freight** ☐ FedEx 1068Day Freight**

☐ FedEx 1071Day Freight** ☐ FedEx 1074Day Freight** ☐ FedEx 1077Day Freight**

☐ FedEx 1080Day Freight** ☐ FedEx 1083Day Freight** ☐ FedEx 1086Day Freight**

☐ FedEx 1089Day Freight** ☐ FedEx 1092Day Freight** ☐ FedEx 1095Day Freight**

☐ FedEx 1098Day Freight** ☐ FedEx 1101Day Freight** ☐ FedEx 1104Day Freight**

☐ FedEx 1107Day Freight** ☐ FedEx 1110Day Freight** ☐ FedEx 1113Day Freight**

☐ FedEx 1116Day Freight** ☐ FedEx 1119Day Freight** ☐ FedEx 1122Day Freight**

☐ FedEx 1125Day Freight** ☐ FedEx 1128Day Freight** ☐ FedEx 1131Day Freight**

☐ FedEx 1134Day Freight** ☐ FedEx 1137Day Freight** ☐ FedEx 1140Day Freight**

☐ FedEx 1143Day Freight** ☐ FedEx 1146Day Freight** ☐ FedEx 1149Day Freight**

☐ FedEx 1152Day Freight** ☐ FedEx 1155Day Freight** ☐ FedEx 1158Day Freight**

☐ FedEx 1161Day Freight** ☐ FedEx 1164Day Freight** ☐ FedEx 1167Day Freight**

☐ FedEx 1170Day Freight** ☐ FedEx 1173Day Freight** ☐ FedEx 1176Day Freight**

☐ FedEx 1179Day Freight** ☐ FedEx 1182Day Freight** ☐ FedEx 1185Day Freight**

☐ FedEx 1188Day Freight** ☐ FedEx 1191Day Freight** ☐ FedEx 1194Day Freight**

☐ FedEx 1197Day Freight** ☐ FedEx 1200Day Freight** ☐ FedEx 1203Day Freight**

☐ FedEx 1206Day Freight** ☐ FedEx 1209Day Freight** ☐ FedEx 1212Day Freight**

☐ FedEx 1215Day Freight** ☐ FedEx 1218Day Freight** ☐ FedEx 1221Day Freight**

☐ FedEx 1224Day Freight** ☐ FedEx 1227Day Freight** ☐ FedEx 1230Day Freight**

EXHIBIT 6

APR 10 2006

**United States District Court
District of Massachusetts**

JOHN CARR,
Plaintiff,

v.

CIVIL ACTION NO. 05-10445-RBC

SIEMENS DEMATIC CORP, ET AL.,
Defendants.

**MEMORANDUM
AND ORDER ON
AMEC CONSTRUCTION
MANAGEMENT, INC.'S MOTION
TO COMPEL PLAINTIFF TO COMPLY
WITH DISCOVERY REQUESTS (#21)**

COLLINGS, U.S.M.J.

No opposition having been filed, it is ORDERED that AMEC Construction Management, Inc.'s Motion to Compel Plaintiff to Comply with Discovery Requests (#21) be, and the same hereby is, ALLOWED.

The plaintiff John Carr is ORDERED, pursuant to Rule 37(a)(2),

25

Fed.R.Civ.P., to serve answers to the interrogatories propounded by AMEC, to serve responses to AMEC'S request for production of documents and to produce copies of all requested documents *on or before the close of business on Friday, April 28, 2006*.

THE PLAINTIFF JOHN CARR HAS WAIVED ANY AND ALL OBJECTIONS HE MIGHT HAVE HAD TO THE INTERROGATORIES AND REQUESTS BY FAILING TO ASSERT SPECIFIC OBJECTIONS TO THE REQUESTS WITHIN THE TIME SET BY THE FEDERAL RULES OF CIVIL PROCEDURE. See Local Rule 34.1(C)(1) (D. Mass.)

Failure to comply with the within Order shall result in the imposition of one or more of the sanctions set forth in Rule 37(b), Fed.R.Civ.P.

With respect to the claim for reasonable expenses, including attorney's fees, counsel for AMEC shall file and serve, *on or before the close of business Friday, April 28, 2006*, an affidavit or affidavits documenting the amount that AMEC will claim as the reasonable expenses, including attorney's fees, which AMEC incurred in obtaining the within Order. The plaintiff John Carr is granted leave to file and serve a response/opposition to the amount claimed or any deficiencies in the supporting documentation *on or before the close of*

business Friday, May 12, 2006.

/s/ Robert B. Collings

ROBERT B. COLLINGS

United States Magistrate Judge

Date: April 5, 2006.